

Cote, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

In the Matter of the Application for the
Determination of Interim License Fees for

THE CROMWELL GROUP, INC. AND
AFFILIATES, ET AL. (DOS COSTAS
COMMUNICATIONS CORP.)

10 CV 0167 (DLC)(MHD)

In the Matter of the Application of

HICKS BROADCASTING OF INDIANA, LLC.,
ET AL. (DOS COSTAS COMMUNICATIONS
CORP.)

09 CV 7759 (DLC)

Related to

UNITED STATES OF AMERICA,
Plaintiff,

v.

AMERICAN SOCIETY OF COMPOSERS,
AUTHORS AND PUBLISHERS,
Defendant.

41 CV 1395 (DLC)

CONSENT JUDGMENT

WHEREAS, the parties to the above-captioned proceeding having consented to have this Court (Conner, J.) hear and determine the application of applicants *Hicks Broadcasting of Indiana, LLC, et al.*, for reasonable license fees for licenses from the American Society of Composers, Authors and Publishers ("ASCAP") for periods commencing January 1, 2001; and this Court having issued its Final Order in the *Hicks* proceeding on October 14, 2004, approving the ASCAP 2004 Radio Station License

Agreement (“2004 License”), covering the period January 1, 2001 through December 31, 2009; and

WHEREAS, pursuant to Paragraph 7 of the Final Order this Court retained continuing jurisdiction for the purpose of enforcing the Final Order, as well as “the terms, conditions and obligations of the ASCAP License Agreement”; and

WHEREAS, this Court’s Interim Fee Order entered in the *Cromwell* proceeding on May 25, 2010, set interim fees to be paid by Bound Stations and further extends the 2004 License on an interim basis pending negotiated or court-determined final license fees for the *Cromwell* applicants; and

WHEREAS, Dos Costas Communications Corp. (“Dos Costas”) is the F.C.C. licensee of radio stations KDUC-FM, KDUQ-FM, KSZL-AM and KXXZ-FM (collectively “the Stations”), all of which are located in Barstow, California; and

WHEREAS, the Stations are “Bound Stations” within the meaning of both the Final Order and the Interim Fee Order; and

WHEREAS, Dos Costas owes ASCAP a total of \$60,677.78, representing unpaid license fees and late payment charges pursuant to the Stations’ ASCAP license agreements for periods through November 30, 2011; and

WHEREAS, ASCAP and Dos Costas agree to the entry of this Consent Judgment;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

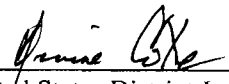
1. Judgment is hereby entered in favor of ASCAP and against Dos Costas in the amount of \$60,677.78, representing license fees and late payment charges owed to ASCAP for the Stations through November 30, 2011, with interest to accrue on any

balance of the Judgment Amount from the date of entry of this Consent Judgment at the rate of nine percent (9%) per annum.

2. Dos Costas will promptly give notice to ASCAP of any contract for the sale or transfer of any of the Stations or any ownership interest in the Stations, directly or indirectly. Said notice shall include furnishing ASCAP with a complete copy of the contract for sale or transfer, the name and address of the buyers, the terms of the sale or transfer, and the closing date of the sale or transfer. In advance of any such sale or transfer, Dos Costas will cause arrangements to be made for the full payment to ASCAP of all amounts due and owing to ASCAP pursuant to this Consent Judgment and the Stations' ASCAP license agreements (the "Assignment Amount"), not later than the closing date of such sale or transfer. Such arrangements shall specifically include, and not be limited to, Dos Costas notifying the prospective purchaser or transferor of Dos Costas' obligations under this paragraph, and further, Dos Costas, the buyer and ASCAP entering into and executing an Agreement for the Assignment of Proceeds from such sale or transfer pursuant to which ASCAP shall be paid the Assignment Amount from the first payment made by the buyer at or before the closing of the intended sale or transfer. If Dos Costas fails to place the buyer on notice of its obligations to ASCAP pursuant to this Agreement, ASCAP may unilaterally place the buyer on notice of Dos Costas' obligation to execute the Assignment of Proceeds.

3. The Clerk of Court shall not close this case.

Dated: Nov. 28, 2011
New York, New York

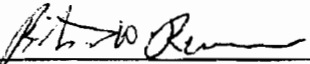

United States District Judge



We consent to the entry of the foregoing Consent Judgment:

Dated: 11/23/11


**AMERICAN SOCIETY OF
COMPOSERS, AUTHORS AND
PUBLISHERS**

By: 

Richard H. Reimer
Christine A. Pepe
Attorneys for ASCAP
One Lincoln Plaza
New York, New York 10023
Phone: (212) 621-6261
Fax: (212) 787-1381

Dated: 11/18/11

**DOS COSTAS COMMUNICATIONS
CORP.**

By: 

Roland A. Ulloa
President and CEO
29000 Radio Road
Barstow, California 92311